COPY

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DreamWorks Animation LLC and
DreamWorks Animation SKG, Inc.

FILED
CLERK, U.S. DISTRICT COURT
JAN 31 2014
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JESSICA CANTER, an individual,

Plaintiff,

v.

DREAMWORKS ANIMATION LLC, a Delaware limited liability company; DREAMWORKS ANIMATION SKG, INC., a Delaware corporation; EPSG MANAGEMENT SERVICES, LLC, a California limited liability company; ENTERTAINMENT PARTNERS; and DOES 1 through 100, Inclusive,

Defendants.

CASE NO. CV14-777 RSWL (MANx)

NOTICE OF REMOVAL; DECLARATION OF JORJA A. CIRIGLIANA IN SUPPORT THEREOF

(Federal Question Jurisdiction)

(Removed from LASC Case No. BC 530402)

[Civil Cover Sheet, Corporate Disclosure Statement, and Certification and Notice of Interested Parties filed concurrently herewith]

File Date: December 13, 2013
Trial Date: Not yet set

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFF JESSICA CANTER AND HER ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on this date, based on the allegations of plaintiff Jessica Canter's ("Plaintiff") Complaint, Defendants DreamWorks Animation LLC ("DreamWorks Animation") and DreamWorks Animation SKG, Inc. (collectively "Defendants") hereby remove the above-entitled action from the Superior Court of the State of California for the County of Los Angeles to the United States District Court for the Central District of California Western Division pursuant to 28 U.S.C. §§ 1331, 1441, and 1446. Defendants' removal of this action is based on the following:

1. On or about December 13, 2013, Plaintiff filed a Complaint entitled Jessica Canter v. DreamWorks Animation LLC; DreamWorks Animation SKG, Inc.; EPSG Management Services, LLC; Entertainment Partners; and Does 1 through 100 et al., Case No. BC530402, in the Superior Court of the State of California, for the County of Los Angeles (the "State Court Action").

2. DreamWorks Animation and DreamWorks Animation SKG, Inc. were served with a copy of the Summons and Complaint on January 3, 2014, which are attached as Exhibit 1 to the Declaration of Jorja A. Cirigliana ("Cirigliana Decl.") Along with the Summons and Complaint, Plaintiff also served a Civil Case Cover Sheet, Civil Case Cover Sheet Addendum and Statement of Location, Notice of Case Assignment, Voluntary Efficient Litigation Stipulations, and Motion for Peremptory Disqualification; which are attached as Exhibits 2, 3, 4, 5, 6 respectfully, to the Declaration of Jorja A. Cirigliana. Accordingly, a complete copy of all process, pleadings, and orders served upon Defendants in the State Court Action are attached as Exhibits to the Declaration of Jorja A. Cirigliana, as required by 28 U.S.C. § 1446(a). A Case Management Conference has been

ordered in the State Court Action, however Defendants were not served with the notice thereof. Nevertheless, Defendants have attached the notice hereto as Exhibit 7 to the Declaration of Jorja A. Cirigliana.

3. Removing Defendants are informed and believe, and on that basis allege, that no "Doe" defendants have been served with a Summons or the Complaint. Accordingly, all named and served defendants have consented to and joined in this Notice of Removal. Cirigliana Decl. ¶ 13, *see also Proctor v. Vishay Intertechnology Inc.*, 584 F.3d 1208, 1225 (9th Cir. 2009) ("One defendant's timely removal notice containing an averment of the other defendants' consent and signed by an attorney of record is sufficient [to satisfy requirement that all served defendants join removal.]").

Removal is Timely

4. This Notice of Removal is being filed within thirty (30) days after the service on Defendants of the Complaint (January 3, 2014) and, therefore, is timely pursuant to 28 U.S.C. § 1446(b).

Federal Question Jurisdiction

5. This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1331, as it is an action arising under federal law, as set forth below. This action therefore may be removed to this Court by Defendants pursuant to the provisions of 28 U.S.C. § 1441(a) and (b).

Preemption by Labor Management Relations Act

6. Plaintiff's Complaint alleges the following causes of action against each of the Defendants: (1) violation of the California Family Rights Act ("CFRA") [Gov. Code § 12945.2, *et seq*.]; (2) Interference with CFRA Rights; (3) Unlawful Retaliation in Violation of FEHA and CFRA [Gov. Code § § 12940 and 12945, *et seq*.]; (4) Violation of Pregnancy Disability Leave Law ("PDLL") [Gov. Code § 12945, *et seq*.]; (5) Gender/Pregnancy Discrimination in Violation of FEHA [Gov. Code § 12940, *et seq*.]; (6) Failure to Prevent Discrimination and

Retaliation [Gov. Code § 12940, *et seq.*]; (7) Wrongful Discharge in Violation of Public Policy for Exercising CFRA and PDLL Rights; and (8) Intentional Infliction of Emotional Distress.

7. Although Plaintiff pleads her Eighth Cause of Action for intentional infliction of emotional distress as a state law claim, the claim is preempted pursuant to Section 301(a) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 141 *et seq*.

8. Section 301(a) of the LMRA provides:

> Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties.

29 U.S.C. § 185(a).

9. As applied, Section 301(a) wholly preempts any and all purported state law causes of action by an employee concerning a dispute over the terms and conditions of employment if that employee's employment is governed by a collective bargaining agreement and the claim requires interpretation or application of the terms of the collective bargaining agreement. *See Firestone v. S. Cal. Gas Co.*, 281 F. 3d 801, 802 (9th Cir. 2002) ("a state law claim is preempted [by Section 301] if it necessarily requires the court to interpret an existing provision of a collective bargaining agreement (CBA) that 'can reasonably be said to be relevant to the resolution of the dispute.'[Citation]"); *see Lingle v. Norge Div. of Magic Chef, Inc*, 486 U.S. 399, 405-06, 108 S. Ct. 1877, 100 L. Ed. 410 (1988) ("[I]f the resolution of a state-law claim depends upon the meaning of a collective-

bargaining agreement, the application of state law . . . is pre-empted and federal labor-law principles . . . must be employed to resolve the dispute."); *Hyles v. Mensing*, 849 F.2d 1213, 1215 (9th Cir. 1988) (even if no federal question appears on the face of the complaint, removal is proper because state action was really a claim for breach of the collective bargaining agreement and thus preempted by § 301); *Sheeran v. Gen. Elec. Co.*, 593 F.2d 93, 96-97 (9th Cir. 1979) ("Appellants argue . . . that in their complaint they asserted no basis for § 301(a) jurisdiction -- that they are not claiming a violation of any collective bargaining agreement as a basis for their claims. . . . It is undisputed, however, that the rights and benefits sought by . . . union employees were the subject of collective bargaining . . . . We conclude that the action was properly removed.").

Collective Bargaining Agreement at Issue

10. DreamWorks Animation is an employer employing employees in an industry affecting commerce, as defined by Section 301 of the Labor Management Relations Act, 29 U.S.C. 141, *et seq*., (the "LMRA"). Plaintiff was an "employee" of DreamWorks Animation, as that term is defined by the LMRA. DreamWorks Animation SKG, Inc. is the publicly held parent company of DreamWorks Animation.

11. The Animation Guild and Affiliated Optical Electronic and Graphic Arts Local 839, a branch of the International Alliance of Theatrical Stage Employees and the Moving Pictures Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, (the "Union"), is a "labor organization" as defined by the LMRA. At all times relevant to the Complaint, the Union was the exclusive bargaining representative of Plaintiff during her employment.

12. At all times relevant to the Complaint, the applicable collective bargaining agreement between DreamWorks Animation and the Union was the "Producer and Animation Guild and Affiliated Optical Electronic and Graphic Arts Local # 839 and International Alliance of Theatrical Stage Employees and Moving

Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada," for the term August 1, 2012 to July 31, 2015 ("the Agreement") (a copy of which is attached to the Declaration of Jorja A. Cirigliana as Exhibit 8). The Agreement is a "contract" between a "labor organization" and an "employer" as those terms are defined by LMRA § 301(a).[1]

13. At all times relevant to the Complaint, Plaintiff's employment with DreamWorks Animation was governed by the terms and conditions of the Agreement.

Intentional Inflection of Emotional Distress Claim is Preempted

14. Plaintiff's Eighth Cause of Action for intentional infliction of emotional distress depends upon or requires interpretation of the Agreement, and therefore, is preempted by Section 301 of the LRMA.

15. To sustain her claim for intentional infliction of emotional distress, Plaintiff must show "(1) extreme and outrageous conduct by [DreamWorks Animation] with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct." *Perugini v. Safeway Stores, Inc.*, 935 F.2d 1083, 1087 (9th Cir. 1991). Outrageous conduct is conduct that "is so extreme as to exceed all bounds of that usually tolerated in a civilized community." *Id.*

16. Plaintiff alleges that DreamWorks Animation's alleged "failure to provide Plaintiff with her protected leave and/or reasonable accommodation" and

[1] During her employment, Plaintiff's services were engaged by DreamWorks Animation pursuant to two separate employment agreements, one dated April 11, 2007 and the other dated May 7, 2011. The Agreement was expressly incorporated into and made a part of each employment agreement. A true and correct copy of the April 11, 2007 employment agreement is attached as Exhibit 9, and a true and correct copy of the May 7, 2011 employment agreement is attached as Exhibit 10 to the Declaration of Jorja A. Cirigliana.

termination of Plaintiff's employment "on the basis of her pregnancy and protected leave" was "extreme and outrageous, exceeding the bounds of decency normally tolerated in a civilized society." Cirigliana Decl. Ex. 1, Complaint ¶ 98; *see also* Complaint ¶ 99 ("Defendants engaged in this conduct knowing it would cause Plaintiff extreme emotional distress or with conscious disregard of the likelihood of such an outcome."); ¶ 103 ("The above-described acts of Defendants…were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff….").

17. Adjudication of Plaintiff's Eighth Cause of Action for intentional infliction of emotional distress requires the court to determine whether DreamWorks Animation's alleged conduct was "outrageous" or "was justified under the terms of [the Agreement]." *Cook v. Lindsay Olive Growers*, 911 F.2d 233, 239-40 (9th Cir. 1990) ("Because Cook's emotional distress claim arises out of [his] discharge and the defendants' conduct…leading up to it [and] will require us to decide whether [his] discharge was justified under the terms of the collective bargaining agreement [citation] it is preempted by § 301." (internal quotation marks omitted)); *Perugini*, 935 F.2d at 1088 ("To the extent that Perugini's [intentional infliction of emotional distress] claim is based on Safeway's refusal to provide light duty, her claim is barred by section 301(a)."); *see also Miller v. ATT&T Network Sys.*, 850 F.2d 543, 551 (9th Cir. 1988) ("[W]e cannot assume that behavior violating the antidiscrimination statute is automatically outrageous for purposes of an emotional distress claim. Because the emotional distress claim requires consideration of reasonableness of AT&T's behavior, which in turn could depend on whether that behavior violated the collective bargaining agreement, the claim is preempted.").

18. Plaintiff's intentional infliction of emotional distress claim arises out of her alleged termination pursuant to a layoff from DreamWorks Animation.

Complaint ¶¶ 22, 51, 70, 78, 97 (incorporating all previous allegations by reference into claim for intentional infliction of emotional distress). Layoffs are specifically governed by Article 12 of the Agreement which requires application of certain principles of seniority.

18.1 Specifically, the relevant portion of Article 12 provides:

> Article 12. *Seniority*
>
> ***
>
> In hiring, layoffs and recalls, the principle of seniority shall apply as set forth below, except that where the merit and ability of one individual is, in the sole discretion of the Producer, superior to that of another individual, Producer's judgment shall prevail unless the Union can demonstrate that Producer did not reach its decision fairly and reasonably and without illegal discrimination of any kind. The concept of merit and ability includes an employee's work performance in relationship to the Producer's reasonable production standards, qualitative or quantitative. The principle of promotions from within the organization is hereby acknowledged, but this principle or the seniority principle shall not prevent the Producer from obtaining new talent.
>
> Cirigliana Decl. Ex. 8, p. 78, Agreement, Article 12.

18.2 Section 12 of the Agreement further provides:

> 4. If layoffs in personnel are effected, such layoffs shall be made in conformity with the principle of seniority provided merit and ability are relatively equal in the sole

> discretion of the Producer pursuant to the preamble of this Article 12. The Producer shall in all events exercise said discretion fairly and reasonably and without illegal discrimination of any kind.
>
> Cirigliana Decl. Ex. 8, p. 79, Agreement, Article 12.

19. Plaintiff's intentional infliction of emotional distress claim also arises out of the alleged denial of her leave of absence, including as an "accommodation," and failure to reinstate her after a leave of absence. Cirigliana Decl. Ex. 1, Complaint ¶¶ 22, 40, 69, 78, 97 (incorporating all previous allegations by reference into claim for intentional infliction of emotional distress). Leaves of absence are specifically governed by Article 17 of the Agreement which provides:

> The Producer may grant a leave of absence with or without pay to any employee for a period of up to six (6) months. Based on the operational needs of Producer, such leave may be extended by Producer in increments of up to thirty (30) days.

Cirigliana Decl. Ex. 8, pp. 87-88, Agreement, Article 17.

20. Whether DreamWorks Animation's alleged conduct was "extreme and outrageous" requires interpretation of the Agreement's Seniority and Leave of Absence provisions "to judge the appropriateness of [DreamWorks Animation's] behavior." *Perugini*, 935 F. 2d at 1088; *id.* ("We can determine whether Safeway was acting consistently with its duties under the CBA in refusing to reassign Perugini only by interpreting these [CBA] provisions."); *Cook*, 911 F.2d at 239 ("Whether LOG's actions leading to Cook's transfer and discharge were outrageous depends on the interpretation of the CBA's provision for 'just cause' discharge, and whether acts that could lead to the loss of seniority rights could be used as grounds for discharge."); *see also Miller*, 850 F. 2d at 550 ("Because the [intentional infliction of emotional distress claim] requires inquiry into the

appropriateness of the defendant's behavior, the terms of the CBA can become relevant in evaluating whether the defendant's behavior was reasonable. Actions that the collective bargaining agreement permits might be deemed reasonable in virtue of the fact the CBA permits them."). Thus, Plaintiff's claim for intentional infliction of emotional distress is preempted under Section 301(a) of the LMRA.

21. Plaintiff cannot escape the sweeping preemption of Section 301 of the LMRA by her "artfully pleading" her claim for intentional infliction of emotional distress. The fact that Plaintiff does not reference the Agreement in her Complaint does not prevent preemption. *Stallcop v. Kaiser Foundation Hosps.*, 820 F.2d 1044, 1048 (9th Cir. 1987) (where the complaint does not reveal that employment is governed by collective bargaining agreement, "[u]nder the [artful pleading] doctrine, the court may investigate the true nature of the plaintiff's allegations; if the complaint actually raises a section 301 claim on the collective bargaining agreement, even though it is framed under state law, the claim is preempted."); *see also Hyles v. Mensing*, 849 F.2d 1213, 1215 (9th Cir. 1988) ("Plaintiffs may not avoid removal by 'artfully pleading' their claims to omit references to preemptive federal law."); *id.* at 1216 (where the allegations of a plaintiff's state claims require analysis of the rights and obligations of the employer and employees under a collective bargaining agreement, those claims are preempted by Section 301 of the LMRA); *Sheeran v. General Elec. Co.*, 593 F.2d 93, 96-97 (9th Cir. 1979), *cert. denied*, 444 U.S. 868, 100 S.Ct. 143, 62 L.Ed.2d 93 (1979) ("Appellants argue . . . that in their complaint they asserted no basis for §301(a) jurisdiction [,] that they are not claiming a violation of any collective bargaining agreement as a basis for their claims. . . . It is undisputed, however, that the rights and benefits sought by . . . union employees were the subject of collective bargaining. . . . We conclude that the action was properly removed.").

22. Defendants therefore allege that Plaintiff's Eighth Cause of Action for intentional infliction of emotional distress is preempted and supplanted by the

federal law of labor relations in Section 301 of the LMRA. This Court accordingly has federal question jurisdiction over this case. *See* U.S.C. §§ 1331 and 1337. This action is therefore removable to this Court pursuant to 28 U.S.C. §§ 1441(a) and (b), and 1446(a) and (b).

Supplemental Jurisdiction

23. To the extent that the other causes of action in the Complaint are not preempted by the LMRA and removable, any non-preempted cause of action falls within the Court's supplemental jurisdiction pursuant to 28 U.S.C. § 1267. Any such non-preempted cause of action in the Complaint arises out of the same common nucleus of operative facts as the preempted eighth cause of action for intentional infliction of emotional distress. Indeed, Plaintiff specifically bases her claim for intentional infliction of emotional distress on DreamWorks Animation's alleged failure to provide protected leave and reasonable accommodation and alleged termination of Plaintiff on the basis of pregnancy and protected leave, as set forth in Plaintiff's first through seventh causes of action. Cirigliana Decl. Ex. 1, Complaint ¶98; *see generally* Complaint; *see also*, *Jackson v. S. Cal. Gas Co.*, 881 F.2d 638, 642 (9th Cir. 1989) (all claims that arose from conduct that allegedly resulted in the plaintiff's constructive discharge "fall within the scope of pendent jurisdiction"); *Young v. Anthony's Fish Grottos, Inc.*, 830 F.2d 993, 999 (9th Cir. 1987). Moreover, considerations of judicial economy, convenience and fairness to the litigants require that all of the causes of action alleged in the Complaint be tried in one forum. *Brady v. Brown*, 51 F.3d 810, 816 (9th Cir. 1995) ("The decision to retain jurisdiction over state law claims is within the district court's discretion, weighing factors such as economy, convenience, fairness, and comity."); *see United Mine Workers v. Gibbs*, 383 U.S. 715, 725-726, 86 S.Ct., 1130, 16 L.Ed.2d 218 (1966) (pendent jurisdiction exists if the state and federal claims "derive from a common nucleus of operative facts" or are such that a plaintiff "would ordinarily be expected to try them all in one judicial proceeding").

Venue

24. Removal to this Court is proper under 28 U.S.C. §1441 because the Complaint was filed in the Superior Court of the State of California for the County of Los Angeles and this U.S. District Court for the Central District of California Western Division is the U.S. District Court for the district and division within which this action is pending.

25. A copy of this Notice of Removal will be filed with the Superior Court of the State of California for the County of Los Angeles and served upon all adverse parties as required by 28 U.S.C. § 1446(d), and an appropriate notice of compliance with 28 U.S.C. § 1446(d) also shall be served and filed in the above-entitled Court.

WHEREFORE, DreamWorks Animation and DreamWorks Animation SKG, Inc. respectfully request that this action be removed from the Superior Court of the State of California for the County of Los Angeles, to the above-entitled Court.

DATED: January 31, 2014

ADAM LEVIN
JORJA A. CIRIGLIANA
MITCHELL SILBERBERG & KNUPP LLP

By: ______________________
Adam Levin
Jorja A. Cirigliana
Attorneys for Defendants
DreamWorks Animation LLC and
DreamWorks Animation SKG, Inc.

CIRIGLIANA DECL.

DECLARATION OF JORJA A. CIRIGLIANA

I, JORJA A. CIRIGLIANA, declare:

1. I am an associate with the law firm Mitchell, Silberberg & Knupp LLP, counsel of record for Defendants DreamWorks Animation LLC ("DreamWorks Animation") and DreamWorks Animation SKG, Inc. (collectively "Defendants"). I submit this declaration in support of Defendants' Notice of Removal. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Summons and Complaint served upon Defendants on January 3, 2014 in the state court action entitled Jessica Canter v. DreamWorks Animation LLC; DreamWorks Animation SKG, Inc.; EPSG Management Services, LLC; Entertainment Partners; and Does 1 through 100 et al., Case No. BC530402 (the "State Court Action").

3. Attached hereto as Exhibit 2 is a true and correct copy of the Civil Case Cover Sheet served upon Defendants on January 3, 2014 in the State Court Action.

4. Attached hereto as Exhibit 3 is a true and correct copy of the Civil Case Cover Sheet Addendum and Statement of Location served upon Defendants on January 3, 2014 in the State Court Action.

5. Attached hereto as Exhibit 4 is a true and correct copy of the Notice of Case Assignment served upon Defendants on January 3, 2014 in the State Court Action.

6. Attached hereto as Exhibit 5 is a true and correct copy of the Notice of Voluntary Efficient Litigation Stipulations served upon Defendants on January 3, 2014 in the State Court Action.

7. Attached hereto as Exhibit 6 is a true and correct copy of the Motion for Peremptory Disqualification served upon Defendants on January 3, 2014 in the State Court Action.

8. Exhibits 1 through 6 constitute true and correct copies of all process, pleadings, and orders served upon Defendants in the State Court Action.

9. Attached hereto as Exhibit 7 is a true and correct copy of the Notice of Case Management Conference filed on December 16, 2013 in the State Court Action, which has not been served upon Defendants.

10. Attached hereto as Exhibit 8 is a true and correct copy of the collective bargaining agreement between DreamWorks Animation and The Animation Guild and Affiliated Optical Electronic and Graphic Arts Local 839, a branch of the International Alliance of Theatrical Stage Employees and the Moving Pictures Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, entitled the "Producer and Animation Guild and Affiliated Optical Electronic and Graphic Arts Local # 839 and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada," for the term August 1, 2012 to July 31, 2015.

11. Attached hereto as Exhibit 9 is a true and correct copy of the Employment Agreement dated April 11, 2007 and executed on April 30, 2007 by DreamWorks Animation and Plaintiff Jessica Canter.

12. Attached hereto as Exhibit 10 is a true and correct copy of the Employment Agreement dated May 7, 2011 and executed on July 21, 2011 by DreamWorks Animation and Plaintiff Jessica Canter.

13. I have been informed by Defendant GEP Management Services, LLC d/b/a EPSG Management Services (erroneously sued as EPSG Management Services, LLC and Entertainment Partners) that it consents to and joins in removal of the State Court Action.

//

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 31st day of January, 2014, at Los Angeles, California.

Jorja A. Cirigliana

EXHIBIT 1

EXHIBIT 1

1-3-14
1005

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

DEC 13 2013

Sherri R. Carter, Executive Officer/Clerk
By: Amber Hayes, Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

DREAMWORKS ANIMATION LLC, a California Limited Liability Company; (and see attached SUM-200(A) for additional defendants)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JESSICA CANTER, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER: *(Número del Caso):* BC530402

SUPERIOR COURT OF STATE OF CALIFORNIA
Stanley Mosk Courthouse, 111 N. Hill St., Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Christopher P. Epsha, Esq., 1800 Century Park East, Suite 600, Los Angeles, CA 90067; (310) 229-5921

DATE: *(Fecha)* SHERRI R. CARTER Clerk, by *(Secretario)* Amber Hayes, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL] DEC 13 2013

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of *(specify)*: Dreamworks Animation, LLC a California Limited Liability Company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☒ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☒ by personal delivery on *(date)*: 1-3-14

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

SUM-200(A)

SHORT TITLE: Jessica Canter v. DreamWorks Animation LLC, et al.	CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

DREAMWORKS ANIMATION SKG, INC., a Delaware corporation;
EPSG MANAGEMENT SERVICES, LLC, a California limited liability company;
ENTERTAINMENT PARTNERS;
and DOES 1-100

Page ____ of ____

Business Affairs Consultants Inc. ALC
Christopher P. Epsha (SBN 202089)
1800 Century Park East Suite 600
Los Angeles, California 90067
Tel: 310-229-5921
Fax: 888-779-6561

Attorney for Plaintiff
JESSICA CANTER

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

DEC 13 2013

Sherri R. Carter, Executive Officer/Clerk
By: Amber Hayes, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES- CENTRAL DISTRICT

JESSICA CANTER, an individual, Plaintiff, v. DREAMWORKS ANIMATION LLC, a Delaware limited liability company; DREAMWORKS ANIMATION SKG, INC., a Delaware corporation; EPSG MANAGEMENT SERVICES, LLC, a California limited liability company; ENTERTAINMENT PARTNERS; and DOES 1 through 100, Inclusive. Defendants.	CASE NO. BC530402 **COMPLAINT FOR DAMAGES FOR:** **1. VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT ("CFRA") [Gov. Code §12945.2, *et seq.*];** **2. INTERFERENCE WITH CFRA RIGHTS;** **3. UNLAWFUL RETALIATION IN VIOLATION OF FEHA AND CFRA [Gov. Code § § 12940 and 12945, *et seq.*];** **4. VIOLATION OF PREGNANCY DISABILITY LEAVE LAW ("PDLL") [Gov. Code § 12945, *et seq.*];** **5. GENDER/PREGNANCY DISCRIMINATION IN VIOLATION OF FEHA [Gov. Code § 12940, *et seq.*];** **6. FAILURE TO PREVENT DISCRIMINATION AND RETALIATION [Gov. Code § 12940, *et seq.*];** **7. WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY FOR EXERCISING CFRA AND PDLL RIGHTS; and** **8. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS** **DEMAND FOR JURY TRIAL**

Plaintiff JESSICA CANTER alleges as follows:

PARTIES, VENUE, AND JURISDICTION

1. Plaintiff JESSICA CANTER (hereinafter referred to as "CANTER" or "Plaintiff") is, and at all times herein mentioned was, an individual residing in Los Angeles County, in the State of California. Plaintiff was employed by Defendants, and each of them, from approximately May 2007 until her termination on or about June 17, 2013.

2. On information and belief, Plaintiff alleges that Defendant DREAMWORKS ANIMATION LLC is, and at all times herein mentioned was, a limited liability company authorized to operate by the State of California, and authorized and qualified to do business in the County of Los Angeles. DREAMWORKS ANIMATION LLC'S business, where the following causes of action took place, was and is in the County of Los Angeles, at 1000 Flower St., Glendale, California 91201.

3. On information and belief, Plaintiff alleges that Defendant DREAMWORKS ANIMATION SKG, INC. is, and at all times herein mentioned was, a corporation authorized to operate by the State of California, and authorized and qualified to do business in the County of Los Angeles. DREAMWORKS ANIMATION SKG, INC.'S business, where the following causes of action took place, was and is in the County of Los Angeles, at 1000 Flower St., Glendale, California 91201.

4. On information and belief, Plaintiff alleges that Defendant EPSG MANAGEMENT SERVICES, LLC is, and at all times herein mentioned was, a limited liability company organized under the laws of the State of California and which is authorized and doing business in the State of California, County of Los Angeles.

5. On information and belief, Plaintiff alleges that Defendant ENTERTAINMENT PARTNERS is, and at all times herein mentioned was, a business entity authorized and conducting business in California, and is an employer whose employees are engaged throughout this county and the state of California.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and thereon alleges that each of the fictitiously named Defendants is responsible for the alleged occurrences and injuries to Plaintiff.

7. Plaintiff is informed, believes, and alleges that, at all times herein mentioned, Defendants, and each of them, were the agents of each of the other Defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency and with the permission and consent of their co-defendants.

8. Defendants, DREAMWORKS ANIMATION LLC, DREAMWORKS ANIMATION SKG, INC., EPSG MANAGEMENT SERVICES, LLC, and ENTERTAINMENT PARTNERS, are joint employers, integrated enterprises and alter egos of each other and during all times relevant herein, jointly employed Plaintiff.

9. The Court has subject matter jurisdiction because the potential amount of damages and civil penalties are within the jurisdictional amounts of the Superior Court of California.

10. The Court has personal jurisdiction over the Defendants as they are either residents of the State of California, or transact a substantial portion of their business within the State of California. Defendants, and each of them, have transacted extensive business in California related to the subject matter of this action.

VENUE AND JURISDICTION

11. Venue is proper under Government Code §12965(b) and Code of Civil Procedure §395 in that Plaintiff's injuries were incurred within this jurisdiction, and the actions that give rise to Plaintiff's complaint arose within this jurisdiction. Sub-venue is also proper in the Central District pursuant to Los Angeles Superior Court Local Rule 2.0(c).

EXHAUSTION OF ADMINISTRATIVE REMEDIES

12. Plaintiff exhausted her administrative remedies by filing a complaint against each of the named Defendants herein with the California Department of Fair Employment and Housing

(hereinafter "DFEH") within one year from the date of Defendants' last adverse employment action, and thereafter receiving "Right-to-Sue" letters from the DFEH on or about December 11, 2013.

FIRST CAUSE OF ACTION
FOR VIOLATION OF GOVERNMENT CODE SECTION 12945.2,
THE CALIFORNIA FAMILY RIGHTS ACT ("CFRA")
(As Against All Defendants)

13. Plaintiff repeats and repleads and incorporates by this reference, paragraphs 1-12, inclusive, above, as though fully set forth herein.

14. Defendants DREAMWORKS ANIMATION LLC, DREAMWORKS ANIMATION SKG, INC. (collectively referred to herein as "DREAMWORKS"), and ESPG MANAGEMENT SERVICES, LLC and ENTERTAINMENT PARTNERS (collectively referred to herein as "ENTERTAINMENT PARTNERS"), and Does 1 through 100 are "employers" within the meaning of Gov. Code §12940.

15. Defendants DREAMWORKS and ENTERTAINMENT PARTNERS and Does 1 through 100, inclusive, and each of them, are employers subject to California Government Code, §12945.2, commonly known as the "California Family Rights Act" or "CFRA" in that Defendants, and each of them, are engaged in commerce or an industry or activity affecting commerce, and employ 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year.

16. Plaintiff was employed by Defendants as a Surfacing Artist between on or around May 2007 through June 17, 2013.

17. Throughout her employment, Plaintiff performed competently and capably in her position/s.

18. Prior to her termination, Plaintiff was employed by Defendants for more than twelve months; she worked at least 1,250 hours during the previous twelve months, and she was employed at a worksite where 50 or more employees were employed by Defendants, and each of them, within 75 miles of that worksite.

19. Plaintiff gave birth to her child on March 1, 2013. Plaintiff was on pregnancy-disability leave from on or about February 4, 2013 through approximately April 14, 2013.

20. Plaintiff requested CFRA-protected bonding leave for the period of approximately April 15, 2013 through July 7, 2013.

21. Plaintiff provided reasonable notice to Defendants as soon as practicable of her need for bonding leave, when the leave would begin, and how long it was expected to last.

22. Defendants terminated Plaintiff's employment on or about June 17, 2013 during her CFRA-protected bonding leave.

23. Prior to her termination, Plaintiff provided all of the requested information regarding her reason/s and need for leave.

24. Plaintiff's written and/or verbal notifications provided sufficient notice to Defendants that Plaintiff qualified for leave under the CFRA.

25. Defendants, and each of them, failed to provide Plaintiff with her rights and responsibilities under the CFRA.

26. Defendants, and each of them, refused to grant Plaintiff's request/s for CFRA leave.

27. An employee is entitled to leave of absence under the California Family Rights Act because of the birth of a child.

28. Pursuant to Gov. Code §12945.2(a) and California Code of Regulations §7297.2(a), (c), an employer must reinstate an employee to the same or a comparable position at the conclusion of the leave.

29. It is an unlawful employment practice for Defendants, and each of them, to violate an employee's rights under the California Family Rights Act. Gov. Code §12945.2(a). This includes failing or refusing to grant a request for leave to an eligible employee, failing or refusing to designate that employee's leave as a CFRA-protected leave and failing or refusing to provide an employee with his or her rights and responsibilities under the CFRA. *Id.*; 2 Cal. Code of Regulations ("CCR") §7297.4(a)(1)(A); and *see* 29 CFR §825.300. In addition, an employer may not discriminate, retaliate against, refuse to hire, and/or discharge an employee for exercising any right under the CFRA. Gov. Code §12940(h) and 2 CCR §7297.7.

30. In denying Plaintiff her request/s for CFRA leave, failing to provide Plaintiff with her rights and responsibilities under the CFRA, retaliating against Plaintiff because she exercised her rights under CFRA, interfering with her rights under the CFRA; and terminating Plaintiff's employment for taking and/or requesting CFRA- protected bonding leave, Defendants, and each of them, violated Gov. Code §12945.2 and the corresponding California Regulations, including, without limitation, 2 Cal. C. Regs §7297.1, *et seq.*

31. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

32. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety and stress and has been generally damaged in an amount to be ascertained at the time of trial.

33. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs and attorney's fees. Under Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the time of trial.

34. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these Defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

SECOND CAUSE OF ACTION FOR INTERFERENCE WITH CFRA RIGHTS

(As Against All Defendants)

35. Plaintiff repeats and repleads all allegations contained in paragraphs 1 through 34, inclusive, above, as though fully set forth in this cause of action.

36. Defendants DREAMWORKS, ENTERTAINMENT PARTNERS and DOES 1 through 100 inclusive, and each of them, interfered with Plaintiff's CFRA rights.

37. Plaintiff attempted to take time off work as authorized and permitted under the CFRA.

38. Prior to her termination, Plaintiff provided all of the requested information regarding her need for CFRA-protected bonding leave. Her verbal and/or written notifications provided sufficient notice to Defendants that Plaintiff qualified for leave under the CFRA.

39. Defendants, and each of them, failed to provide Plaintiff with notice of her rights and responsibilities under the CFRA. Plaintiff is informed and believes that Defendants, in failing to provide Plaintiff with notice of her rights, attempted to avoid their responsibilities to Plaintiff under CFRA.

40. Although Plaintiff's requested leave qualified as a CFRA leave, and Defendants had actual notice of Plaintiff's need for leave due to the birth of her baby, Defendants failed to grant Plaintiff's request for leave and, instead, terminated her employment. Upon information and belief, Defendants terminated Plaintiff's employment in whole or in substantial part to avoid having to give her time off to bond with her baby.

41. It is an unlawful employment practice for Defendants, and each of them, to interfere with an eligible employee's right to take CFRA leave.

42. In engaging in the conduct described above, Defendants, and each of them interfered with Plaintiff's right to CFRA leave.

43. By interfering with Plaintiff's rights under the California Family Rights Act, and subsequently terminating Plaintiff's employment, defendants, and each of them, violated Gov. Code §12945.2 and the corresponding California CCR, including, without limitation, §7297.1 *et seq*.

44. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

45. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety and stress and has been generally damaged in an amount to be ascertained at the time of trial.

46. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs and attorney's fees. Under Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the time of trial.

47. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these Defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

THIRD CAUSE OF ACTION
FOR UNLAWFUL RETALIATION IN VIOLATION OF CFRA (Gov. Code § 12945.2)
(As Against All Defendants)

48. Plaintiff repeats and repleads, and incorporates herein by this reference, paragraphs 1 through 47 above, inclusive, as though fully set forth herein.

49. Prior to her termination, Plaintiff provided notice of her need for leave to her employer and she provided all of the requested information regarding her reason/s and need for leave.

50. Her written and/or verbal notifications provided sufficient notice to Defendants that Plaintiff qualified for leave under the CFRA.

51. Defendants terminated Plaintiff's employment during her CFRA-protected bonding leave.

52. An eligible employee is entitled to a leave of absence under the CFRA because of the birth of a child. Plaintiff was CFRA-eligible at the time she requested her bonding leave and she would have continued to be CFRA-eligible throughout leave of absence if Defendants had not terminated her employment.

53. In California, an employer may not discriminate, retaliate against, refuse to hire, and/or discharge an employee for exercising any right under the CFRA. Gov. Code §12945.2(l); and 2 Cal. C. Regs § 7297.7.

54. Plaintiff exercised her rights under the CFRA by requesting and/or taking time off from work for reasons that were authorized and permitted under the Act. By exercising her rights under the CFRA, Plaintiff engaged in legally protected activity.

55. Pursuant to Gov. Code §12945.2(a) and California CCR §7297.2(a), (c), an employer must reinstate an employee to the same or a comparable position at the conclusion of the leave.

56. In denying Plaintiff her request/s for CFRA leave, failing to provide Plaintiff with her rights and responsibilities under the CFRA, retaliating against Plaintiff because she exercised her rights under CFRA, interfering with her rights under the CFRA; and terminating Plaintiff's employment for taking and/or requesting CFRA- protected absences, Defendants, and each of them, violated Gov. Code §12945.2 and the corresponding California Regulations, including, without limitation, 2 Cal. C. Regs §7297.1, *et seq.*

57. Defendants' conduct, as described above, constituted adverse employment actions, which Plaintiff suffered because she exercised her rights under CFRA. As such, the adverse employment actions taken by Defendants materially affected the terms, condition, and/or privileges of Plaintiff's employment.

58. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

59. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety and stress and has been generally damaged in an amount to be ascertained at the time of trial.

60. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs and attorney's fees. Under Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the time of trial.

61. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests

that exemplary and punitive damages be assessed against each of these Defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

FOURTH CAUSE OF ACTION FOR
VIOLATION OF CALIFORNIA'S PREGNANCY DISABILITY LEAVE LAW ("PDLL")
[GOV. CODE § 12945]
(As Against all Defendants)

62. Plaintiff repeats and repleads and incorporates by this reference, paragraphs 1 through 61, inclusive, above, as though fully set forth herein.

63. Defendants, and Does 1 through 100, inclusive, are employers as defined by Gov. Code §12926(d) and 2 Cal. C. Regs. § 7291.2(h).

64. An employer must allow an employee who is disabled on account of pregnancy, childbirth, or a related medical condition to take a leave for a reasonable period of time while actually disabled, up to a maximum of 4 months per pregnancy. Gov. Code §12945(b)(2); 2 Cal. C. Regs. §7291.7(a).

65. Pregnancy disability leave may be taken intermittently or on a reduced work schedule basis when medically advisable, as determined by the health care provider of the employee. 2 Cal. C. Regs. §7291.7(a)(3).

66. Employers have an obligation to notify employees of their right to take pregnancy disability leave.

67. It is an unlawful employment practice to fail to provide an employee with a pregnancy disability leave. Gov. Code §12945(b).

68. Employers may not refuse to promote, discharge, discriminate or retaliate against any person for exercising the right to take a pregnancy disability leave or transfer. Gov. Code § 12940(h), §12945(a); 2 Cal. C. Regs. §7291.14.

69. Following a pregnancy disability leave, an employee generally has the right to be reinstated to the same position she held before the leave. 2 Cal. C. Regs. §7291.9(c)(1).

70. Defendants discharged Plaintiff in violation of Gov. Code §12940(h), §12945(a) and 2 Cal. C. Regs. §7291.14.

71. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

72. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety, nervousness, stress and has been generally damaged in an amount to be ascertained at the time of trial.

73. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs and attorney's fees. Under Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the time of trial.

74. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

FIFTH CAUSE OF ACTION
FOR DISCRIMINATION (PREGNANCY/GENDER)
IN VIOLATION OF FEHA (Gov. Code § 12940)
(As Against all Defendants)

75. Plaintiff repeats and repleads, and incorporates herein by this reference, paragraphs 1 through 74 above, inclusive, as though fully set forth herein.

76. Defendants DREAMWORKS and ENTERTAINMENT PARTNERS and DOES 1 through 100, inclusive, and each of them (hereinafter collectively referred to as "Defendants"), are employers subject to Gov. Code §12940.

77. The California Fair Employment and Housing Act prohibits an employer from taking adverse employment actions against a protected individual based on her sex. Adverse employment actions include, without limitation, discharging from employment and discriminating in compensation, terms and conditions or privileges of employment. "Sex" is defined to include

pregnancy, childbirth or medical conditions related to pregnancy or childbirth. Gov. Code § 12926(p).

78. Defendants terminated Plaintiff's employment because she became pregnant, because she needed and sought accommodation/s due to her pregnancy, because she requested and took intermittent pregnancy disability leave and/or because she intended to take leave on account of her pregnancy and or childbirth in violation of Gov. Code §12940(h), §12945(a); 2 Cal. C. Regs. §7291.14.

79. Defendants engaged in an unlawful employment practice under Gov. Code §§12940, et seq., and 12945, *et seq*. by terminating Plaintiff as set forth in paragraph 22 herein.

80. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

81. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety, nervousness, stress and has been generally damaged in an amount to be ascertained at the time of trial.

82. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs and attorney's fees. Under Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the time of trial.

83. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

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SIXTH CAUSE OF ACTION FOR
FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF GOV. CODE SECTION 12940, *et seq.*
(As Against All Defendants)

84. Plaintiff repeats and repleads, and incorporates herein by this reference, paragraphs 1 through 83 above, inclusive, as though fully set forth herein.

85. Employers DREAMWORKS and/or ENTERTAINMENT PARTNERS have a statutory duty under Gov. Code §12940, *et seq.*, to take all reasonable steps necessary to prevent harassment, discrimination and retaliation from occurring. Such steps include discipline of harassers, training, adopting an anti-harassment, anti-discrimination, and anti-retaliation policy, and implementing those policies.

86. Here, as set forth above, Defendants engaged in discriminatory conduct toward Plaintiff on account of perceived pregnancy and terminated her for taking CFRA and/or PDLL-protected absences. In doing so, Defendants blatantly ignored their duty to prevent discrimination and retaliation and instead condoned and encouraged such unlawful conduct.

87. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

88. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety, nervousness, stress and has been generally damaged in an amount to be ascertained at the time of trial.

89. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs and attorney's fees. Under Gov. Code §12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the time of trial.

90. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests

that exemplary and punitive damages be assessed against each of these Defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

SEVENTH CAUSE OF ACTION FOR
WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY FOR
RETALIATING AGAINST PLAINTIFF FOR EXERCISING CFRA & PDLL RIGHTS
(As Against All Defendants)

91. Plaintiff repeats and repleads, and incorporates herein by this reference, paragraphs 1 through 90 above, inclusive, as though fully set forth herein.

92. Throughout her employment, Plaintiff performed competently and capably in her position/s.

93. The above-described conduct by Defendants, and each of them, as described in Paragraphs 13 through 90 above, was against the public policy of the State of California as evidenced by the enactment of the FEHA, including the CFRA and PDLL.

94. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

95. As a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional and mental distress, anxiety, nervousness, stress and has been generally damaged in an amount to be ascertained at the time of trial.

96. The acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these Defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

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EIGHTH CAUSE OF ACTION FOR
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(As Against all Defendants)

97. Plaintiff repeats and repleads and incorporates by this reference, paragraphs 1 through 96, inclusive, above, as though fully set forth herein.

98. The conduct set forth above, including the failure to provide Plaintiff with her protected leave and/or reasonable accommodation and terminating Plaintiff on the basis of her pregnancy and protected leave, is extreme and outrageous, exceeding the bounds of decency normally tolerated in a civilized society.

99. As set forth above, Defendants engaged in this conduct knowing it would cause Plaintiff extreme emotional distress or with conscious disregard of the likelihood of such an outcome.

100. As a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

101. As a further proximate result of the acts of Defendants, and each of them, as alleged above, Plaintiff has suffered severe emotional distress and physical injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiff's damage in an amount to be ascertained at the time of trial.

102. As a further proximate result of the acts of Defendants, and each of them, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendants' acts in an amount to be ascertained at the time of trial.

103. The above-described acts of Defendants, and each of them, which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these Defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar

conduct.

Plaintiff prays for judgment as against Defendants, and each of them, as follows:

ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH AND SIXTH CAUSES OF ACTION

(As Against All Defendants)

1. For compensatory damages against all Defendants according to proof;
2. For special damages against all Defendants according to proof;
3. For general damages against all Defendants according to proof;
4. For reasonable attorney's fees according to proof, as provided by law;
5. For exemplary and punitive damages according to proof;
6. For costs of suit incurred herein; and
7. For such other and further relief as the court deems just and proper.

ON THE SEVENTH CAUSE OF ACTION

(As Against All Defendants)

1. For compensatory damages against Defendants according to proof;
2. For general damages against Defendants according to proof;
3. For special damages against Defendants according to proof;
4. For exemplary and punitive damages according to proof;
5. For costs of suit incurred herein; and
6. For such other and further relief as the court deems just and proper.

ON THE EIGHTH CAUSE OF ACTION

(As Against All Defendants)

1. For compensatory damages against Defendants according to proof;
2. For general damages against Defendants according to proof;
3. For special damages against Defendants according to proof;
4. For exemplary and punitive damages according to proof;
5. For costs of suit incurred herein; and
6. For such other and further relief as the court deems just and proper.

BUSINESS AFFAIRS CONSULTANTS, INC.

Dated: December 12, 2013

By: [signature]

Christopher P. Epsha
Attorney for Plaintiff
JESSICA CANTER

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of the causes of action and claims asserted herein.

BUSINESS AFFAIRS CONSULTANTS, INC.

Dated: December 12, 2013

By: [signature]

Christopher P. Epsha
Attorney for Plaintiff
JESSICA CANTER

EXHIBIT 2

EXHIBIT 2

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Christopher P. Epsha, Esq. (SBN 202089)
Business Affairs Consultants Inc. ALC
1800 Century Park East Suite 600
Los Angeles, CA 90067
TELEPHONE NO.: 310-229-5921 FAX NO.: 888-779-6561
ATTORNEY FOR (Name): Plaintiff JESSICA CANTER

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Superior Court Of California
County Of Los Angeles

DEC 13 2013

Sherri R. Carter, Executive Officer/Clerk
By: Amber Hayes, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: Stanley Mosk Courthouse
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME:
JESSICA CANTER v. DREAMWORKS ANIMATION LLC, et al.

CIVIL CASE COVER SHEET
[✓] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC530402
JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[✓] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition (*not specified above*) (43)

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action (*specify*): Eight (8)
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: December 12, 2013
Christopher P. Epsha, Esq. (SBN 202089)
(TYPE OR PRINT NAME) ▶ [signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Exhibit 2
Page 34

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice– Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

EXHIBIT 3

EXHIBIT 3

SHORT TITLE: Jessica Canter v. DreamWorks Animation LLC, et al.	CASE NUMBER BC530402

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☑ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Auto Tort	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:	CASE NUMBER
Jessica Canter v. DreamWorks Animation LLC, et al.	

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☑ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels______	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Jessica Canter v. DreamWorks Animation LLC, et al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE Jessica Canter v. DreamWorks Animation LLC, et al.	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐1. ☑2. ☑3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			ADDRESS: 1000 Flower Street
CITY: Glendale	STATE: CA	ZIP CODE: 91201	

Item IV. *Declaration of Assignment:* I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: December 12, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT 4

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)
Case Number BC530402

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

	ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Daniel Buckley	1	534	Hon. Malcolm H. Mackey	55	515	
	Hon. Barbara A. Meiers	12	636	Hon. Michael Johnson	56	514	
	Hon. Terry A. Green	14	300	Hon Rolf M. Treu	58	516	
	Hon. Richard Fruin	15	307	Hon. Michael L. Stern	62	600	
	Hon. Rita Miller	16	306	Hon. Mark Mooney	68	617	
	Hon. Richard E. Rico	17	309	Hon. William F. Fahey	69	621	
	Hon. Kevin C. Brazile	20	310	Hon. Soussan G. Bruguera	71	729	
	Hon. Robert L. Hess	24	314	Hon. Ruth Ann Kwan	72	731	
	Hon. Mary Ann Murphy	25	317	Hon. Teresa Sanchez-Gordon	74	735	
	Hon. Yvette M. Palazuelos	28	318				
	Hon. Barbara Scheper	30	400				
	Hon. Mary H. Strobel	32	406	**Hon. Emilie H. Elias**	**324**	**CCW**	
	Hon. Michael P. Linfield	34	408	**Hon. Elihu M. Berle***	**323**	**CCW**	
	Hon. Maureen Duffy-Lewis	38	412	OTHER			
	Hon. Michelle R. Rosenblatt	40	414				
✓	Hon. Ronald M. Sohigian	41 (circled)	417				
	Hon. Holly E. Kendig	42	416				
	Hon. Mel Red Recana	45	529				
	Hon. Debre Katz Weintraub	47	507				
	Hon. Elizabeth Allen White	48	506				
	Hon. Deirdre Hill	49	509				
	Hon. John L. Segal	50	508				
	Hon. Abraham Khan	51	511				
	Hon. Susan Bryant-Deason	52	510				
	Hon. Steven J. Kleifield	53	513				
	Hon. Ernest M. Hiroshige	54	512				

*Complex
All cases designated as complex (other than class actions) are initially assigned to Judge Elihu M. Berle in Department 323 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on ____________ SHERRI R. CARTER, Executive Officer/Clerk
By ______________________, Deputy Clerk

LACIV CCH 190 (Rev09/13)
LASC Approved 05-06
For Optional Use

NOTICE OF CASE ASSIGNMENT –
UNLIMITED CIVIL CASE

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

EXHIBIT 5

EXHIBIT 5

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆Los Angeles County Bar Association Litigation Section◆

**◆ Los Angeles County Bar Association
Labor and Employment Law Section◆**

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to ________ (INSERT DATE) for the complaint, and ________ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

________ (TYPE OR PRINT NAME) ➤ ________ (ATTORNEY FOR PLAINTIFF)

Date:

________ (TYPE OR PRINT NAME) ➤ ________ (ATTORNEY FOR DEFENDANT)

Date:

________ (TYPE OR PRINT NAME) ➤ ________ (ATTORNEY FOR DEFENDANT)

Date:

________ (TYPE OR PRINT NAME) ➤ ________ (ATTORNEY FOR DEFENDANT)

Date:

________ (TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ________)

Date:

________ (TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ________)

Date:

________ (TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ________)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ____________)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ____________)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ____________)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: ______________ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: ______________ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least _____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR PLAINTIFF)
Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR DEFENDANT)
Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR DEFENDANT)
Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR DEFENDANT)
Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR ________)
Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR ________)
Date:	
(TYPE OR PRINT NAME)	➤ (ATTORNEY FOR ________)

THE COURT SO ORDERS.

Date: ____________________ ____________________
JUDICIAL OFFICER

EXHIBIT 6

EXHIBIT 6

Business Affairs Consultants Inc. ALC
Christopher P. Epsha (SBN 202089)
1800 Century Park East Suite 600
Los Angeles, California 90067
Tel: 310-229-5921
Fax: 888-779-6561

Attorney for Plaintiff
JESSICA CANTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES- CENTRAL DISTRICT

JESSICA CANTER, an individual, Plaintiff, v. DREAMWORKS ANIMATION LLC, a Delaware limited liability company; DREAMWORKS ANIMATION SKG, INC., a Delaware corporation; EPSG MANAGEMENT SERVICES, LLC, a California limited liability company; ENTERTAINMENT PARTNERS; and DOES 1 through 100, Inclusive. Defendants.	CASE NO. BC530402 *[Case Assigned for All Purposes to Honorable Ronald M. Sohigian in Department 41]* *UNLIMITED JURISDICTION* **MOTION FOR PEREMPTORY DISQUALIFICATION; DECLARATION OF CHRISTOPER P. EPSHA, ESQ. IN SUPPORT THEREOF**

TO THE HONORABLE COURT, TO ALL PARTIES, AND TO THEIR ATTORNEYS OF RECORD:

The attorney for Plaintiff, JESSICA CANTER ("Plaintiff"), hereby moves that this action, which has been assigned for all purposes to the Honorable Ronald M. Sohigian, Judge of the Superior Court, in Department 41, be reassigned from that Judge and that no matters hereinafter arising in this action be heard by or assigned to the Honorable Ronald M. Sohigian, on the grounds that said Judge is prejudiced against Plaintiff or the interests of Plaintiff in this action.

This motion is based upon the matters contained herein, on Section 170.6 of the Code of Civil Procedure, and on the supporting Declaration of Christopher P. Epsha, Esq., which is attached hereto.

WHEREFORE, Plaintiff requests that the Honorable Ronald M. Sohigian be disqualified under Code of Civil Procedure Section 170.6 from hearing any matter in connection with this action.

BUSINESS AFFAIRS CONSULTANTS, INC.

Dated: December 16, 2013

By: ______________________

Christopher P. Epsha
Attorney for Plaintiff
JESSICA CANTER

DECLARATION OF CHRISTOPHER P. EPSHA, ESQ.
IN SUPPORT OF MOTION FOR PEREMPTORY DISQUALIFICATION

I, CHRISTOPHER P. EPSHA, declare:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California. I am the attorney for Plaintiff JESSICA CANTER ("Plaintiff"). I have personal knowledge of all facts herein and could and would competently testify thereto if called upon to do so.

2. This matter has been assigned for all purposes to the Honorable Ronald M. Sohigian in Department 41. The Honorable Ronald M. Sohigian is prejudiced against Plaintiff or Plaintiff's attorney, or the interest of the party or her attorney, so that this declarant cannot, or believes that she cannot have a fair and impartial trial or hearing before the Judge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 16th day of December, 2013 at Los Angeles, California.

[signature]

CHRISTOPHER P. ESPHA

EXHIBIT 7

EXHIBIT 7

NOTICE SENT TO:

Business Affairs Consultants Inc. ALC
1800 Century Park East, Suite 600
Los Angeles CA 90067

FILED
Superior Court of California
County of Los Angeles

DEC 16 2013

Sherri R. Carter, Executive Officer/Clerk
By Gerald Mack, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

JESSICA CANTER Plaintiff(s), VS. DREAMWORKS ANIMATION LLC ET AL Defendant(s).	CASE NUMBER BC530402 **NOTICE OF CASE MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for April 14, 2014 at 8:30 am in Dept. 41 at 111 North Hill Street, Los Angeles, California 90012.

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least **15 calendar days** prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, Code of Civil Procedeure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608(b), and California Rules of Court 2.2 et seq.

Date: December 16, 2013

Ronald M. Sohigian
Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

[X] by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

[ ] by personally giving the party notice upon filing the complaint.

Date: December 16, 2013

Sherri R. Carter, Executive Officer/Clerk

by Gerald Mack, Deputy Clerk

LACIV 132 (Rev. 09/07)
LASC Approved 10-03

Cal. Rules of Court, rule 3.720-3.730
LASC Local Rules, Chapter Seven

EXHIBIT 8

EXHIBIT 8

PRODUCER

and

THE ANIMATION GUILD
and
AFFILIATED OPTICAL ELECTRONIC
and
GRAPHIC ARTS
LOCAL #839

and

I.A.T.S.E. and M.P.T.A.A.C.

Term of Agreement:
August 1, 2012 to July 31, 2015

Agreement of August 1, 2012 between PRODUCER

and

THE ANIMATION GUILD AND AFFILIATED OPTICAL ELECTRONIC AND GRAPHIC ARTS, LOCAL #839

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

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AGREEMENT OF AUGUST 1, 2012

between

PRODUCER

and

THE ANIMATION GUILD AND AFFILIATED OPTICAL ELECTRONIC AND GRAPHIC ARTS, LOCAL #839

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

THIS AGREEMENT is executed as of this first day of August, 2012 between the following Producers: ABC Studios; Adelaide Productions, Inc.; Animated Productions Inc.; Cartoon Network Studios, Inc.; Columbia Pictures Industries, Inc.; DreamWorks Animation LLC; DreamWorks Animation Television, Inc.; Fox Animation, Los Angeles; Fox TV Animation, Inc.; Metro-Goldwyn-Mayer Animation Inc.; Muddy Water, Inc.; Obelisk Productions, Inc.; Partricks Road Productions II, Inc.; Rutherford Bench Productions, Inc.; Universal Animation Studios LLC; Universal City Studios LLC; Walt Disney Pictures; Warner Bros. Animation; Warner Specialty Productions Inc.; and Watercooler Productions, Inc. as well as others who subsequently become signatory hereto (hereinafter collectively referred to as the "Producer"), on the one hand, and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, it's Territories and Canada, and The Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local #839 of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (both hereinafter referred to as the "Union"), on the other hand. In consideration of the mutual agreements hereinafter contained, it is agreed as follows:

WITNESSETH

The basic purposes of this Agreement are:

1. To assist each other in every fair and constructive way to secure uninterrupted work in the Producer's place or places of business and the general stabilization of working conditions therein. To that end, Producer agrees to discuss its annual production schedules and its personnel requirements with the Union.

2. To provide methods for the fair and peaceful adjustment of all disputes between the Producer and the Union or members of the Union for the mutual benefit of the Producer and its employees.

3. Both parties hereto agree that these fundamental purposes shall serve as a guiding influence in the settlement of all problems, disputes, grievances and differences between them during the term of this Agreement.

4. The Union hereby warrants and agrees that it is not under any disability of any kind, either arising out of the provisions of its Articles of Incorporation, Constitution, By-laws or otherwise, that will prevent it from fully carrying out and performing each and all of the terms and conditions of the Agreement, and the Producer hereby warrants and agrees that it is not under any disability of any kind, either contractual or otherwise, that will prevent it from fully carrying out and performing all of the terms and conditions hereof.

AUTHORITY OF UNION AND PRODUCER

The Union and the Producer each agrees that it will not maintain or adopt any Articles or By-laws or any rules or orders which will be in conflict with this Agreement.

Each party hereto agrees that it will not take any action that will impede or prevent the full and complete performance of every term and condition hereof.

Nothing herein contained shall be deemed to vest in Local 839 (hereinafter sometimes referred to as the "Local Union") any rights, powers or privileges not granted to it by the provisions of the Constitution and By-laws of the I.A.T.S.E. in effect during the life of this Agreement, or which may be inconsistent with said provisions.

As Local #839 is a member of the I.A.T.S.E., nothing in this Agreement shall ever be construed to interfere with any obligation Local #839 owes to the I.A.T.S.E. by reason of a prior obligation.

NOW, THEREFORE, in consideration of the mutual understandings contained, the parties covenant and agree as follows:

ARTICLE 1.
SCOPE OF AGREEMENT

This Agreement shall be applicable to all persons employed by the Producer to perform services in this County of Los Angeles, or employed by the Producer in the County of Los Angeles to perform services outside said County, in any of the job classifications hereinafter set forth except where the employee is required to work under the jurisdiction of another union contract.

ARTICLE 2.
RECOGNITION

The Producer recognizes the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada as the exclusive collective bargaining representative of all classifications listed in this Agreement, employed by the Producer. The Union makes this Agreement on behalf of such employees employed by the Producer, the majority of whom the Union warrants are members of the Union in good standing.

The Local Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

ARTICLE 3.
SHOP REQUIREMENTS

A. Each and every employee subject to this Agreement hired by the Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside said County, except where he is required to work under another union's jurisdiction, shall be and remain a member in good standing of the Union on and after the thirtieth day following the beginning of his first employment, as hereinafter defined, or the effective date of this Agreement, whichever is the later. The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties under law.

B. The Producer may employ or continue to employ any such employee who does not become or is not a member of the Union as required under Paragraph A. above until:

(1) the Union first gives the Producer a written notice that such employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, and

(2) such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) working days after Producer receives such notice in which event Producer upon receipt of written notice by the Union requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of shift on which such employee is working at the time Producer receives such notice.

C. Producer agrees to inform the Local Union in writing within seven (7) days (Sundays and holidays excluded) from the date of employment hereafter of any employee subject to this Agreement, of such employee's name, residential address, social security number, classification, applicable scale wage, and date of employment.

Producer agrees to inform the Local Union in writing within seven (7) days (Sundays and holidays excluded) of severance of employment and of permanent promotions.

D. "First employment" as referred to in Paragraph A. of this Article shall (unless determined otherwise by the N.L.R.B., its General Counsel, or a court of competent jurisdiction) mean, in the case of all employees, the first such employment in any of the classifications covered hereunder by any Producer in the animated film cartoon industry in Los Angeles County.

E. The parties hereto agree that the above Union Security provisions shall be interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendments thereto, or any other applicable law. When and if such National

Labor Relations Act, as amended in 1947, is amended to provide more favorable conditions for the Union than those provided herein with respect to said Union Security, or if the respective portions of the National Labor Relations Act, as amended in 1947, relating to said Union Security are held to be unconstitutional by the Supreme Court of the United States, then in either of such events, the Union may, within sixty (60) days thereafter by written notice to Producer, signify its intention to negotiate a modification of such Union Security provisions only.

Such notice shall set forth in detail the proposals and recommendations of the Union. The parties agree to commence negotiations concerning the proposals or recommendations set forth in such notice, within ten (10) days after receipt of such notice by the Producer, and to continue such negotiations diligently and in good faith until agreement is reached on such proposals and recommendations. In the event that no agreement to modify said Union Security provision is reached within sixty (60) days after commencement of such negotiations, then within thirty (30) days thereafter, either party hereto may, by not less than sixty (60) days' advance written notice to the other party hereto, terminate this Agreement. If no such sixty (60) day notice to terminate is so served, then the terms and conditions of the existing Agreement shall continue in full force and effect.

ARTICLE 4.
WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS

Wage scales, hours of employment and working conditions shall be as set forth in the Wage Scales, Hours of Employment and Working Conditions attached hereto.

A. The rates of pay now being received by any employee shall not be decreased by reason of the execution of this Agreement.

B. It is recognized that weekly employees in classifications covered by this Agreement who are exempt under the Fair Labor Standards Act of 1938, as amended, and whose rate is higher than one hundred ten percent (110%) of the applicable Journey rate may, at the Producer's option, be considered on an "On-Call" basis if mutually agreeable with the employee. An employee placed in such category shall not be subject to the provisions set forth in Article 5 ("HOURS") of this Agreement for work performed on a regularly-scheduled workday as provided in Article 5 hereof and may be required to work additional hours as required during those days. If an employee employed pursuant to Article 5, Paragraph A., below shall be required to work a sixth or seventh workday as defined in this Agreement, then he shall be paid one and one-half (1½) times one-fifth (⅕) of the minimum basic weekly rate provided herein for such employee's classification for each day so worked.

C. Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Further, the Union and the Producer agree that the Producer shall have the right to adjust compensation, conditions and benefits at the sole discretion of the Producer, but in no event less than the applicable minimum compensation, conditions and benefits provided herein for such employee's classification.

For any employee whose salary is in excess of one hundred ten percent (110%) of the minimum scale required hereunder, any premium time payments required under this Agreement may be credited, to the extent legally permissible, to all overtime payments required under this Agreement.

D. If an employee shall be engaged in more than one (1) classification of work during any workweek, he shall be paid on a *pro rata* basis for time spent in each classification.

E. *Homework Assignment for Weekly Employees*

1. Homework for employees currently employed on a weekly basis shall be voluntary. Overtime, where applicable, shall be paid in accordance with Article 5 ("HOURS") of this Agreement.

2. Contributions to the Pension Plan, Active Health Plan and Retired Employees Fund shall include hours worked or guaranteed on homework assignments.

F. *Deductions for Time Off*

Whether due to tardiness or other causes, deductions shall not be in excess of time lost.

G. *Documentaries and Industrials*

The Producer and Union agree to negotiate separate agreements for the production of documentaries, commercials, educational or industrial films when and as needed.

H. *Materials: Tools and Equipment*

If, because of lack of facilities, the Producer requires an employee to work away from the studio, the Producer will furnish material and tools of the trade customarily furnished by the Producer. Necessary equipment shall likewise be furnished unless the employee has such equipment available.

I. *Technological Change*

1. *Definition of Technological Change*: As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement, which work directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.

2. *Producer's Right to Institute Technological Changes*: The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs 3., 4., 5. and 6. of this Article 4, Paragraph I.

3. *Notice of Technological Change*: If Producer proposes to make any technological change, it shall give written notice thereof to Union and to any other union affected by such change. Such notice shall be given as soon as possible but no less than thirty (30) days prior to instituting such change.

4. *Retraining*: If any technological change permanently displaces any person in the performance of his job classification for Producer, and

1) such person, as of the date of such displacement, is entitled under the provisions of subparagraph 9. hereof to be credited with at least one (1) "qualified year" arising out of his employment by Producer and

2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union's jurisdiction, or within the jurisdiction of any other

union which is a party to the Memorandum of Agreement of 1965, or for any other available job opportunity with Producer,

Producer agrees to endeavor to retrain such person for such available job at Producer's expense in which event the provisions of subparagraph 5. below shall not apply. Union agrees, anything in this Agreement to the contrary notwithstanding, to permit such retraining and to cooperate with Producer with respect thereto. Union further agrees for the benefit of other union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Article 4, Paragraph I, to permit retraining within this Union's jurisdiction of employees displaced from jobs within the jurisdiction of such other union parties; provided, however, that such other union parties' displaced employees are qualified for retraining in this Union's jurisdiction and provided, further, that such permission shall be on condition (applicable to this Article 4, Paragraph I only) that this Union has been notified of such available job and within forty-eight (48) hours thereafter (excluding Saturdays, Sundays and holidays) is unable to furnish competent available persons on the Studio Seniority Roster, if any, applicable to this Union, to fill such available job. Any such persons offered retraining pursuant to this subparagraph 4. shall, of course, have the right to reject the same, but any such rejection shall discharge Producer's obligations under this Article 4, Paragraph I, unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

5. *Displacement Pay*: If any such technological change permanently displaces any person in the performance of his job classification for Producer, and

1) such person, as of the date of such displacement, is entitled under the provisions of subparagraph 9. hereof to be credited with at least one (1) "qualified year" arising out of his employment by Producer and

2) such person makes written application to Producer within thirty (30) days after such displacement, to receive Displacement Pay (as herein defined),

Producer shall pay him the amount of compensation set forth in the following table and upon such payment he shall be removed from the Studio Seniority Roster, if any.

Qualified Years as of the Date of Displacement	*Number of Weeks of Displacement Pay Payable*
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of Displacement Pay as above provided shall be separate and apart from any obligation Producer may have to pay Dismissal Pay to such displaced person under the provisions of Article 14 hereof ("DISMISSAL PAY"). Anything in this subparagraph 5. to the contrary notwithstanding, no such displaced person shall be eligible for Displacement Pay if:

1) Producer offers the training referred to in subparagraph 4. above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or

2) such person is offered a job by Producer at an equal or better rate of pay, or

3) such person accepts any job with Producer even though such job is at a lower rate of pay.

6. *Negotiation of New Rates*: If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days

thereafter, invoke Step Three of the grievance procedure provided in Article 15 hereof, or, if they mutually agree to waive Step Three, may proceed immediately to Step Four of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Four of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

7. *Experimental Technological Changes*: The provisions of subparagraphs 3., 4., 5. and 6. above shall not apply to any experimental technological change except that, if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph 6. above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term "experimental" technological change shall mean a technological change which is instituted by Producer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

8. *Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates*: If a dispute arises between Union and Producer with respect to any determination required by subparagraphs 4., 5., 6. or 7. of this Article 4, Paragraph I., such dispute shall be subject to the grievance procedure set forth in Article 15 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

9. *"Qualified Years:"* As used herein, the term "qualified years," with respect to any employee, shall refer to the number of consecutive periods, of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days), it being understood and agreed that

if in any such three hundred sixty-five (365) day period such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year, but shall be "bridged" for displacement pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as qualified years; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave, and provided, further, that the computation of qualified years shall be subject to the following exceptions:

a. If an employee is determined to have less than two (2) qualified years, the employee shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days in the three hundred sixty-five (365) days immediately preceding the date of displacement, the employee shall have been employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding the date of displacement, in which case the employee shall be credited with one (1) qualified year.

b. Any period of two hundred seventy (270) consecutive days commencing prior to January 31, 1961 in which such employee was not actually employed by Producer will be deemed to have broken the employment record of such employee and no period prior to the completion of such two hundred seventy (270) days shall be considered in determining qualified years of such employee.

c. With respect to any severance of employment of an employee which occurred between February 1, 1961 and January 31, 1965, both dates inclusive, the passage of two hundred seventy (270) days following such severance in which such employee was not employed and did not receive an offer of comparable employment under the terms and conditions specified in the predecessor collective bargaining agreement or this Agreement shall result in his being a new employee for displacement pay purposes upon the completion of such two hundred seventy (270) day period.

d. If an employee on the date of the displacement from employment under this Agreement after January 31, 1961, with Producer, would otherwise have had one (1), two (2), three (3), or four (4) consecutive "qualified years" with Producer, but had received full dismissal pay or displacement pay prior to February 1, 1965, then the employee shall be deemed to be a new employee for displacement pay purposes after being rehired and the applicable consecutive qualified years shall be based and computed only upon employment with Producer after the employee so became such a new employee.

ARTICLE 5.
HOURS

Employees may be employed on a weekly or a daily basis as herein prescribed. The full payroll week shall be midnight Saturday through midnight Saturday.

A. Weekly Employment

1. Employees employed pursuant to this Paragraph A. shall be guaranteed a minimum of forty (40) hours in any five (5) workdays out of seven (7) consecutive days, with two (2) consecutive days off and shall be guaranteed a minimum of one (1) week's employment. A day off at the end of any workweek immediately followed by another day off at the beginning of the next workweek shall satisfy the two (2) consecutive days off requirement. A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1½) times the hourly rate provided herein for such employee's classification.

2. *Sixth and Seventh Days*

a. Time worked on the employee's sixth workday of the workweek shall be paid at one and one-half (1½) times the hourly rate provided herein for such employee's classification. Time worked on the employee's seventh workday of the workweek shall be paid at two (2) times the hourly rate provided herein for such employee's classification.

b. Minimum call for the sixth and seventh days shall be four (4) hours.

3. Absences not to exceed eight (8) hours in any one regularly-scheduled workday occasioned by the following shall be included in determining whether or not overtime shall be paid under the applicable clause.

a. Where absence is occasioned by the occurrence of a holiday on which no work is scheduled for the employee concerned.

b. Where absence is occasioned by a certified illness for which the employee is paid sick leave, or by an accident on the job.

c. Where the employee reported to work, or was ready and willing to report for work, but was laid off for the full day or part thereof due to lack of available work.

d. Where the employee has been granted a leave of absence during his normal working hours in order to conduct Union business.

4. Producer shall give notice of at least five (5) working days to employee of any change in that employee's regular weekly schedule, except when exigencies of production make such notice impractical or impossible. If an employee so notified of such change in his regular weekly schedule requests that Producer delay the implementation of such schedule change due to the employee's unusual or emergency circumstances, the Producer shall not unreasonably or arbitrarily deny such request.

B. *Daily Employment*

1. Employees employed pursuant to this Paragraph B. shall be guaranteed a minimum of four (4) hours in any one day. All time worked up to eight (8) hours per day shall be paid at 117.719% (which rate is inclusive of vacation and holiday pay) of the minimum basic hourly rate provided herein for such employee's classification. All time worked in excess of eight (8) hours per day shall be paid at one and one-half (1½) times the applicable hourly rate provided herein for such employee's classification.

2. Employees employed on a daily basis shall receive written confirmation from Producer prior to commencement of employment that employment is on a daily basis.

3. In the event that an employee's employment status is changed from daily to weekly or weekly to daily, written notice of such change shall be

furnished to the affected employee at least seven (7) calendar days prior to the effect of such change, except when exigencies of production make such notice impractical or impossible.

4. A weekly employee shall not be changed to daily employment for the purpose of avoiding holiday pay pursuant to Article 6 ("HOLIDAYS") below.

C. Overtime premiums payable under any provision of this Agreement shall not be compounded. When practicable, overtime shall be distributed equally.

D. *Golden Hours Provision*

All time worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting to work shall be Golden Hours and shall be paid at two (2) times the applicable hourly rate provided herein for such employee's classification.

E. *Short Workweek*

Weekly employees who are unable to work a full workweek, either at the studio or at home, shall apply to the Union for a waiver.

ARTICLE 6.
HOLIDAYS

A. There shall be nine (9) paid holidays during the year: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Every employee shall receive straight time pay for each unworked holiday; double time shall be paid for all work done on said holidays.

B. For holidays not worked, 3.719% of the employee's annual straight time earnings shall be payable upon request of the employee after March 15 in the calendar year subsequent to the calendar year in which such earnings are accumulated. The total amount of salary paid in the period of a calendar year hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period.

C. Said holidays shall be counted as eight (8) hours of work in computing the forty (40) hour week.

D. If any such holiday falls on the sixth day of an employee's workweek, then the fifth workday of such employee's workweek shall be considered as the paid holiday, unless another day off is mutually agreed upon by the Producer and the employee.

E. If any such holiday falls on the seventh day of an employee's workweek, then the first workday of the following workweek shall be considered as the paid holiday, unless another day off is mutually agreed upon by the Producer and the employee.

F. To make it possible for the employees to enjoy an extended holiday, the sixth day may be worked in any week in which a holiday falls in place of a regularly-scheduled work day, provided it is mutually agreeable between the Producer and the Union. If an employee has not worked forty (40) hours in any such workweek, the time worked on the sixth day shall be paid for at straight time.

G. In the event a holiday should occur during the vacation period on a day the employee is normally scheduled to work, an additional day's vacation shall be allowed an employee, or the Producer, at its discretion, may pay for such extra day in lieu thereof.

H. *Procedure for Payment of Vacation and Holiday Pay*

The following system shall be implemented regarding the payment of vacation and holiday pay:

1. Producers which currently pay for vacations and holidays on a weekly basis shall continue to adhere to their existing practice.

2. Producers which currently pay for vacations and holidays at the end of the calendar year shall comply with the following procedure:

a. On or about March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, employees and their Local Unions will be notified as to the amount of vacation and holiday pay earned in the preceding year. Employees on payroll may request vacation and holiday pay and schedule their vacations according to the Agreement. Employees on layoff may claim vacation and holiday pay pursuant to the provisions of the existing Agreement.

b. In or about February of the second calendar year following the year in which vacation and/or holiday pay was earned ("the second calendar year"), employees who have not taken or claimed vacation or holiday pay, and their Local Union, will be notified that they must claim such pay by June 1 of that year. On or about May 15 of the second calendar year, the Local Union will be notified that, unless claimed by June 15, unclaimed vacation and holiday pay will be paid to the Motion Picture Industry Pension Plan. On or about June 15 of the second calendar year, unclaimed vacation and holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account.

ARTICLE 7.
SICK LEAVE

If the Producer has a present policy of granting sick leave, said policy will be continued for the duration of the Agreement.

ARTICLE 8.
VACATIONS

All weekly employees covered by this Agreement shall be given vacations as follows:

A. Employees who have had one (1) year of continuous employment with the Producer shall be entitled to two (2) weeks' paid vacation.

B. Employees who have been with the Producer more than one (1) continuous year shall accumulate vacation at the rate of one (1) week for each six (6) months of employment.

C. Employees who have less than one (1) year of continuous employment with the Producer whose services are terminated shall be paid vacation pay at the rate of four percent (4%) of straight time earnings.

D. Vacation shall not be cumulative between calendar years and shall be taken at times approved by the Producer. As much notice as possible will be given to employee.

E. An employee's sixth and seventh work days occurring during vacation periods are excluded as days granted.

F. When any portion of the vacation period is less than a full payroll week, by mutual agreement between the Producer and the employee, the Producer may grant leave of absence without pay for the remaining fractional portion of the payroll week.

G. The Producer, at its election, may compute any payment of vacation pay on the employee's personal income tax earnings year, or the employee's anniversary year, or the studio's established fiscal vacation year. The Producer will notify the Union accordingly.

H. *Additional Vacation Provisions*

The following vacation provisions shall apply to employees who meet the necessary eligibility qualifications:

1. *Eligibility Requirements*

Eligible employees shall be entitled to one hundred twenty (120) hours of vacation after eight (8) years. Eligible employees are those who actually worked for Producer for eight (8) consecutive "eligible" years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"). The Producer, at its election, may substitute for the tax year the employee's anniversary year or the studio's established fiscal vacation year; the term "eligible year" shall mean a tax year in which the employee worked one hundred (100) or more straight time days for Producer; the term "straight time days" shall be deemed to include the five (5) days of employment specified under the normal workweek.

Any tax year in which employee actually works less than one hundred (100) "straight time days" for Producer shall be excluded in computing the required eight (8) eligible tax years.

Employees who fail to work more than one hundred (100) straight time days for such Producer in each of any two (2) consecutive tax years shall, at the end of such second year, be considered a new employee hereunder with no previous employment credit with the Producer for the purpose of establishing the above eligibility requirements; provided, however, that in determining such two (2) consecutive years, no year shall be included (and the straight time days worked in such year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) straight time days for Producer due to either or both of the following:

a. The period of recorded leaves of absence granted by the Producer;

b. The period during which the employee was absent and physically unable to work for Producer solely as a result of an "Industrial Accident" occurring to such employee while employed by the Producer.

2. *Vacation Days and Pay*

Such employees who become eligible as above provided shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the vacation schedule set forth above. Any such employee shall be limited to earning a maximum of one hundred twenty (120) hours vacation per year; provided that, for the remainder of any such tax year in which such an employee becomes eligible, he shall only earn additional vacation time and money, as above provided, based solely on the straight time days he worked for Producer after he so became eligible and within the remaining portion of such year; to be computed separate and apart at the rate of one-half (½) of the vacation benefit specified under the above vacation schedule.

3. *Loss of Eligibility*

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) straight time days in any one (1) tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses his eligibility for failure to work for Producer more than one hundred fifty (150) straight time days in a tax year as above provided, no such year shall be counted for this purpose in which the employee could not work at least one hundred fifty-one (151) straight time days for Producer due to either or both of the following:

a. The period of recorded leaves of absence granted such employee by the Producer;

b. The period during which such employee was absent and physically unable to work for Producer solely as a result of an "Industrial Accident" occurring to him while employed by Producer.

4. *Eligibility Credit*

For the purposes of determining "eligible" years and "loss of eligibility" only, as above provided, employees who leave the employ of Producer to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted comparable national legislation then in effect pertaining to such service) shall be credited as having worked for Producer the number of applicable days the employee would normally have been employed by Producer for straight time days in each workweek of the period of such service.

5. The method of payment of vacation and holiday pay shall be as set forth in Article 6 ("HOLIDAYS"), Paragraph H.

ARTICLE 9.
NON-DISCRIMINATION

The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices.

Claims alleging a violation of this 'Non-Discrimination' provision are not subject to grievance nor arbitration.

ARTICLE 10.
MILITARY SERVICE PROVISIONS

In addition to abiding by all federal laws in regard to employees serving in the Armed Forces of the United States, the Producer agrees not to deduct any monies from the salary of any employee for time spent in being interviewed or examined by the Draft Board or any Medical Board prior to rejection from or induction into the Armed Forces. The Producer may require evidence of the necessity of such an interview from the Draft Board.

ARTICLE 11.
LOAN OUTS

Employees loaned out by Producer shall continue to retain and to accumulate their seniority and shall receive at least the hourly rate provided herein for such employee's classification. Whenever an employee so loaned out by Producer is actually subjected to any additional expense because of such loan out, then he shall be compensated therefor by the borrowing Producer.

ARTICLE 12.
SENIORITY

Seniority shall be cumulative from the first day of employment with the Producer. Seniority shall be broken by discharge for cause, voluntary resignation (including refusal to accept any job assignment commensurate with the employee's experience at an hourly rate not less than such employee's then-current hourly rate; however, in no instance shall the rate exceed one hundred ten percent (110%) of the average hourly rate for bargaining unit work performed by such employee for Producer over the preceding one (1) year period), unauthorized leave of absence, layoff in excess of twelve (12) months, or an absence in excess of twelve (12) months due to illness or injury. In no event may the above conditions be combined to extend the applicable period.

In hiring, layoffs and recalls, the principle of seniority shall apply as set forth below, except that where the merit and ability of one individual is, in the sole discretion of the Producer, superior to that of another individual, Producer's judgement shall prevail unless the Union can demonstrate that Producer did not reach its decision fairly and reasonably and without illegal discrimination of any kind. The concept of merit and ability includes an employee's work performance in relationship to the Producer's reasonable production standards, qualitative or quantitative. The principle of promotions from within the organization is hereby acknowledged, but this principle or the seniority principle shall not prevent the Producer from obtaining new talent.

A. *Hiring, Layoffs and Recalls*

1. If additional personnel are required by the Producer in any classification covered by this Agreement, the Producer agrees to give first preference of employment to persons on layoff with seniority provided merit and ability are relatively equal in the sole discretion of the Producer pursuant to the above.

2. If Producer determines that there are no qualified available persons eligible for recall under Paragraph A.1. above, the Producer agrees to give preference of employment to all qualified available persons having six (6) months or more experience in the animated cartoon industry in any job classification set forth in this Agreement, provided the merit and ability of these applicants are equal to or greater than the merits and abilities of other applicants in the sole discretion of the Producer. The Producer shall in all events exercise said discretion fairly and reasonably and without illegal discrimination of any kind.

In the event that Producer shall employ an individual pursuant to this Paragraph A.2., which individual has not had at least six (6) months' experience within Los Angeles County at the time of hire, then Producer shall furnish the Union with a summary of such employee's experience within ten (10) business days of such employee's commencement of employment. The Producer's decision in this regard shall be upheld unless the Union can demonstrate that such decision was arbitrary.

3. In the event there are insufficient available qualified persons under Paragraphs A.1. and A.2. above to meet the employment needs of the Producer in said classifications, the Producer may secure employees from any source.

4. If layoffs in personnel are effected, such layoffs shall be made in conformity with the principle of seniority provided merit and ability are relatively equal in the sole discretion of the Producer pursuant to the preamble of this Article 12. The Producer shall in all events exercise said discretion fairly and reasonably and without illegal discrimination of any kind.

5. Layoffs or reclassifications of personnel shall not result in placing unreasonable or abnormal duties or work upon any of the remaining employees.

6. If an employee is laid off, the Producer shall provide either five (5) days' notice or five (5) days' pay, provided that the layoff was not occasioned by an act of God or other occurrence beyond the Producer's control. Any weekly employee given notice as prescribed above may be laid off prior to the end of such employee's scheduled five (5) day workweek; in such event, such employee shall be paid on a *pro rata* basis for those days required to complete his assigned work, but in no event less than the number of days required to comply with the five (5) day notice requirement. Such notice may be given orally but must be confirmed in writing and given to the individual employee.

Without need for additional notice, Producer shall orally advise employee in the event such dismissal date is extended in order to complete an assignment. The foregoing does not affect the Producer's right to prorate payment for a partial workweek.

Any probationary employee, as defined in Article 16.A. of this Agreement, who is engaged for eight (8) or fewer weeks and who is released from employment shall not be eligible for notice or payment in lieu of notice under the terms of this provision.

B. Any alleged violation of any provision contained in this Article 12 shall be arbitrable only by Expedited Arbitration as provided herein, except where the parties shall mutually agree otherwise in writing, in which event such alleged violation may be submitted to Regular Arbitration as provided herein. However, if such alleged violation is submitted to Regular Arbitration, the authority of the Arbitrator to award any damages or remedies to the parties shall nonetheless be governed by the provisions of Expedited Arbitration below.

ARTICLE 13 (none)

ARTICLE 14.
DISMISSAL PAY

A. Whenever an employee has been laid off by the Producer for more than one hundred ten (110) days and has not been offered employment by the Producer during that time and is eligible for Dismissal Pay, he or she shall be paid Dismissal Pay according to the provisions of this Article.